

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BTX Technologies, Inc.		04/11/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	CIB DMO WLO, Mail code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5233479	EDGILITY	
Registration Number:	4942605	BOOKIT	
Registration Number:	4657396	FIBERFAN	
Registration Number:	3670189	PRO BLOX	
Registration Number:	3410037	MAXBLOX	
Registration Number:	3279852	BTX	
Registration Number:	2744611	BTX	
Registration Number:	2618081	BTX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1960961		
NAME OF SUBMITTER:	Sonya Jackman		

OP \$215.00 5233479

SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	04/11/2023
Total Attachments: 5 source=#96778071v1 - (Resideo - BTX - Trademark Security Agreement)#page2.tif source=#96778071v1 - (Resideo - BTX - Trademark Security Agreement)#page3.tif source=#96778071v1 - (Resideo - BTX - Trademark Security Agreement)#page4.tif source=#96778071v1 - (Resideo - BTX - Trademark Security Agreement)#page5.tif source=#96778071v1 - (Resideo - BTX - Trademark Security Agreement)#page6.tif	

TRADEMARK SECURITY AGREEMENT dated as of April 11, 2023 (this "Agreement"), between BTX Technologies, Inc. (the "Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of February 12, 2021 (as amended by the First Amendment to Amended and Restated Credit Agreement, dated as of March 28, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Amended Credit Agreement"), among Holdings, U.S. HoldCo 1, U.S. HoldCo 2, the Borrower, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Amended and Restated Collateral Agreement dated as of February 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Amended Collateral Agreement"), among Holdings, U.S. HoldCo 1, U.S. HoldCo 2, the Borrower, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Amended Credit Agreement or the Amended Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Amended Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Amended Collateral Agreement, did and hereby does grant to the Administrative Agent and its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting the Trademarks listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property (including, for the avoidance of doubt, any intent-to-use trademark application filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, solely during the period prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act; it being understood that, following such period, such trademark registration or application, as applicable, shall be deemed automatically subject to the security interest granted in the Amended Collateral Agreement and included in the Article 9 Collateral) and subject to the exclusions set forth in Section 4.01(d) of the Amended Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. Amended Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Amended Collateral Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Amended Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Amended Collateral Agreement, the terms of the Amended Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature

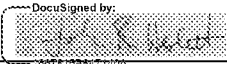
page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BTX TECHNOLOGIES, INC.,
as Grantor

By: 
Name: John Heskett
Title: President and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Gene Riego De Dios
Title: Executive Director

SCHEDULE I

Trademarks

	Trademark	Registration No.	Registration Date	Owner
1.	EDGILITY	5233479	June 27, 2017	BTX TECHNOLOGIES, INC.
2.	BOOKIT	4942605	April 19, 2016	BTX TECHNOLOGIES, INC.
3.	FIBERFAN	4657396	December 16, 2014	BTX TECHNOLOGIES, INC.
4.	PRO BLOX	3670189	August 18, 2009	BTX TECHNOLOGIES, INC.
5.	MAXBLOX	3410037	April 8, 2008	BTX TECHNOLOGIES, INC.
6.	BTX	3279852	August 14, 2007	BTX TECHNOLOGIES, INC.
7.	BTX	2744611	July 29, 2003	BTX TECHNOLOGIES, INC.
8.	BTX	2618081	September 10, 2002	BTX TECHNOLOGIES, INC.

Trademark Applications

None.